



CITY OF LAKE FOREST

**REQUEST FOR PROPOSAL
FOR**

Street Sweeping Services

September 2011

CITY OF LAKE FOREST REQUEST FOR PROPOSALS

The City of Lake Forest ("City") seeks proposals from qualified firms for ***Street Sweeping Services***.

Responses must conform with the requirements of this Request for Proposal ("RFP"). The City reserves the right to waive any irregularity in any proposal or to reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. Selection of the proposer will be made solely by the City on criteria determined by the City.

The use of the term "firm" throughout this document means individual proprietorship, partnership, limited liability company, corporation or joint venture.

By submitting a project proposal, the proposer agrees to all of the terms of the RFP and Agreement (Appendix A), unless exceptions to the RFP or Agreement are stated by the proposer in its service proposal. The successful proposer will be required to enter into an Agreement (Appendix A) which will include the requirements of this RFP as well as other requirements. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

1. ABOUT THE CITY

The City of Lake Forest is located in southern Orange County, California, in the area commonly referred to as the Saddleback Valley, with a population of approximately 82,000. It is the County's thirty-first city and the second largest city within the Saddleback Valley, encompassing 16.6 square miles. The City of Lake Forest's fiscal year begins on July 1 and ends on June 30.

The City was incorporated in 1991, operates under the Council/Manager form of government and is considered a contract city. The five Members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being selected annually from among the Council Members. The Council meets on the first and third Tuesdays of each month.

The firm's principal contact with the City of Lake Forest will be Robert L. Woodings, P.E., Director of Public Works/City Engineer,

(949-461-3485) or a designated representative, who will coordinate the assistance to be provided by the City of Lake Forest to the proposer.

City Hall is located at 25550 Commercentre Drive, Suite 100, Lake Forest, California 92630. The telephone number is (949) 461-3400, and the fax is (949) 461-3511. The City website address is www.lakeforestca.gov.

2. **PROPOSAL SCHEDULE**

The schedule is as follows:

Proposals Due at City Hall	Friday, October 21, 2011, 4:00 p.m.
Oral Presentations/Interviews*	Thursday, November 10, 2011
Negotiations Complete/ Agreement signed by Proposer	November 30, 2011
City Council Selection**	January 3, 2012

*Tentative date.

**The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

3. **PROCEDURE FOR SUBMITTING PROJECT PROPOSALS**

A. **Time, Place and Format**

Proposals must be received at City Hall no later than 4:00 p.m. on the date indicated in Section 2. Proposals received in the mail after 4:00 p.m. on the date indicated in Section 2, regardless of the date of their postmarks, will be rejected. Proposals must:

- not be folded, tabbed or bound
- show page numbers for all pages in the proposal
- include **3** copies punched for a standard 3-ring binder (**place copies in binder clips**)
- be on 8-1/2"x11", 20-24 lb. white paper (do not submit covers)
- be submitted in one or more envelopes, each of which clearly:
 - ✓ states "***Street Sweeping Services***" Contract Proposal"
 - ✓ identifies the proposer
 - ✓ states the number of the envelope and the total number of envelopes submitted by the proposer
- the envelope must be addressed as follows:

City of Lake Forest
Attn: City Clerk

25550 Commercentre Drive, Suite 100
Lake Forest, CA 92630

- the successful Proposer must submit the Scope of Work and Fee in electronic format (MS Word or other format acceptable to the City) in addition to the paper copy, upon request.

If hand delivered, address as above and deliver to the City Clerk receptionist on the first floor of City Hall.

Proposals must address the requirements of the RFP in the exact order set forth in Section 4. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Opening of Responses

All proposals will be opened and considered within two weeks after the deadline date shown in Section 2 using evaluation procedures set forth in Appendix D.

4. DATA TO BE SUBMITTED WITH PROJECT PROPOSALS

The content and sequence of the information contained in each copy of the proposal shall be as follows:

A. Letter of Transmittal

Include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested. Also, state the Management Contact (Representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of the project).

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Summary Sheet

1. This section of the proposal must include a fully-completed copy of the Summary Sheet included with this RFP (Appendix B).

2. Provide the name, title, experience and qualifications of the personnel who will be assigned to the contract.
3. Provide the resumes of the Management Contact with the City and the Project Manager (person responsible for day-to-day work on the contract).

D. Allocation of Resources

Provide a conceptual plan for services to the City that you believe are appropriate to provide street sweeping services. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City.

E. Scope of Work

Proposals must address all items set forth in Section 5 "Scope of Work." Additional information which, in your opinion, should be included must be clearly identified. The items must be addressed in the order in which they appear in Section 5 of this RFP.

F. References

Each firm must include the following references:

1. List similar organizations for which street sweeping services have been performed (not to include the City of Lake Forest) in the last five years and when performed. Show names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.
2. List all similar public agencies (not to include the City of Lake Forest) for which contracts were terminated in the last three years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

G. Certification of Proposals

Return a copy of the entire completed certification properly executed

as provided for in Appendix C.

5. **SCOPE OF WORK**

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement. The scope of work is attached as Exhibit A.

6. **DATA TO BE SUBMITTED WITH COST PROPOSALS**

A separate, sealed Cost Proposal shall be submitted with the Project Proposal. The separate, sealed envelope shall be marked “Cost Proposal – ***Street Sweeping Services***.” The Cost Proposal should be submitted in the format provided in Exhibit B attached hereto. The successful Proposer must submit an electronic copy of the cost proposal in MS Word, Excel or other format acceptable to the City in addition to the paper copy upon request.

7. **GENERAL REQUIREMENTS**

A. Personnel

The Agreement and Letter of Transmittal shall identify the Management Contact (representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of contract). The successful proposer may change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City.

B. Right to Request Additional Information

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

C. Right to Reject Proposals

The City reserves the right without prejudice to reject any or all proposals.

D. Proposal Interpretations and Addenda

Any change to or interpretation of the RFP by the City will be sent to each firm or individual to whom an RFP has been sent and any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

E. Public Record

All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

F. Additional Services

The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

G. Conflict of Interest

By signing the Agreement, the successful proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

H. Confidential Information

The City shall refrain from releasing Proposer's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Proposer of its intention to release Proprietary Information. Proposer shall have five (5) working days after receipt of the Release Notice to give City written notice of

Proposer's objection to the City's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Proposer fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

APPENDIX A

AGREEMENT FOR MAINTENANCE SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, located at 25550 Commercentre Drive, Suite 100, Lake Forest 92630 ("City") and **[INSERT NAME]**, a **[INSERT TYPE OF BUSINESS; I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY PARTNERSHIP, SOLE PROPRIETORSHIP, ETC.]**, with its principal place of business at **[INSERT ADDRESS]** ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain **[INSERT TYPE OF SERVICE]** maintenance services required by the City on the terms and conditions set forth in this Agreement and the Contract Documents, Plans, and Specifications for **[INSERT NAME OF BID DOCUMENT]** dated **[DATE OF BID DOCUMENT]** which are hereby incorporated as though fully set forth herein. The contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid, together with this Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. Contractor represents that it is experienced in providing **[INSERT TYPE OF SERVICE]** maintenance services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **[INSERT NAME OF PROJECT AND CONTRACT NUMBER, IF APPLICABLE]** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **[INSERT TYPE]** maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Additionally, Contractor shall comply with all Federal requirements applicable to the Services as

set forth in Exhibit "A-I."

3.1.2 Term. The term of this Agreement shall be from **[INSERT START DATE]** to **[INSERT ENDING DATE]**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than **[INSERT NUMBER]** additional one-year terms.] Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **[INSERT NAME AND TITLE]**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor but not the authority to enlarge the Scope of Work or change the total compensation due to Contractor under this Agreement. The City's City Manager shall be authorized to act on City's behalf and to execute all necessary document which enlarge the Scope of Work or change the Contractor's total compensation, subject to the provisions contained in Section 3.3 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **[INSERT NAME AND TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full

authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

3.2.9.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Contractor, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the

Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence. *****NOTE: If Contractor does not own any company vehicles or may not be able to purchase a Business Automobile Insurance Policy, the requirement may be satisfied by providing either of the following:** (1) a Personal Automobile Liability policy for the Contractor's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; or (2) a non-owned auto endorsement to the Commercial General Liability policy if Contractor uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

[OPTIONAL: include the following provision if there is a pollution liability exposure; otherwise, always delete.]

(D) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.9.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

(A) The policy or policies of insurance required by Section 3.2.9.2(A), Commercial General Liability **[INSERT "and 3.2.9.2(D), Contractor's Pollution Liability";**, shall be endorsed to provide the following:

(1) Additional Insured: The City, its officials, officers, employees,

agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) The policy or policies of insurance required by Section 3.2.9.2(B) Automobile Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) The policy or policies of insurance required by Section 3.2.9.2(C), Workers' Compensation, shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.9.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.9.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.9.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.9.7 Evidence of Insurance. The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall

deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.9.8 Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.9.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.9.10 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subcontractor's policies. Contractor shall provide satisfactory evidence as required under Section 3.2.9.1 of this Agreement.

3.2.10 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and

"maintenance" projects. If **or** the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if **or** since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.2.12 Bonds.

3.2.12.1 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.12.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.12.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.13 Water Quality Management and Compliance.

3.2.13.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.13.3 Compliance with DAMP and LIP. In addition to compliance with the laws, ordinances and regulations listed in paragraph 3.2.13.2, Contractor shall comply with all applicable requirements of the Orange County Drainage Area Management Plan ("DAMP") and the City of Lake Forest Local Implementation Plan ("LIP"). Both documents contain Model Maintenance Procedures with Best Management Practices ("BMPs"). These Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality. Contractor shall be familiar the DAMP, and the LIP and shall comply with the requirements as specified therein. A copy of the DAMP is available on the internet at:

http://www.ocwatersheds.com/StormWater/documents_damp.asp

3.2.13.4 Standard of Care. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by the City, regarding the requirements of the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement as they may relate to the Services.

3.2.13.5 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed in Sections 3.2.13.2 and 3.2.13.3 of this Agreement arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or

active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in Sections 3.2.13.2 and 3.2.13.3 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[INSERT WRITTEN DOLLAR AMOUNT]** DOLLARS (**\$(INSERT NUMBER)**) without written approval of City's **[INSERT TITLE]**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized invoice which indicates work completed and hours of Services rendered by Contractor. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City. For agreements in excess of \$30,000.00, the City Manager may, on an annual basis, approve additional work not to exceed 10% of the original Agreement compensation, **(insert 10% dollar amount (\$XXXXX))**, as set forth in Section 3.3.1. Any additional work in excess of this amount shall be approved by the City Council.

The City Manager may approve Extra Work not to exceed a total contract amount of thirty thousand dollars (\$30,000). Any Extra Work which causes the total contract amount to exceed thirty thousand dollars (\$30,000) shall be approved by the City Council.】

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to

Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

**[INSERT BUSINESS NAME]
[INSERT STREET ADDRESS]
[INSERT CITY STATE ZIP]
Attn: [INSERT NAME AND TITLE]**

City:

City of Lake Forest
25550 Commercentre Drive
Lake Forest, CA 92630
Attn: **[INSERT NAME & DEPARTMENT]**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Harassment Policy. Contractor shall provide a copy of the City's Harassment Policy to each of its employees assigned to perform the tasks under this Agreement. Contractor shall submit to the City's Personnel Manager a statement signed by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Harassment Policy and certifying that they have read the Harassment Policy. A finding by the City that any of Contractor's employees has harassed a City employee shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request.

3.5.4 Fraud Policy. Contractor shall provide a copy of the City's Fraud Policy to each of its employees assigned to perform the tasks under this Agreement. Contractor shall submit to the City's Personnel Manager a statement signed by Contractor and by each of its employees who are assigned to perform the Services under this Agreement certifying receipt of City's Fraud Policy and certifying that they have read the Fraud Policy. A finding by the City that any of Contractor's employees have committed fraud against the City shall be grounds for appropriate discipline, up to and including such employee's removal from performance of this Agreement at City's request. Contractor shall reimburse the City for any costs and expenses associated with fraud against the City.

3.5.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.6 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.7 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.5.8 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.9 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.10 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.11 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.12 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.13 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.19 Prohibited Interests. Contractor maintains and warrants that it has not

employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.20 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.21 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.22 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF LAKE FOREST

[INSERT NAME OF CONTRACTOR]

By: _____
Peter Herzog, Mayor

By: _____
[INSERT NAME AND TITLE]

If Corporation, TWO SIGNATURES, President **OR** Vice President
AND Secretary OR Treasurer REQUIRED]

Attest:

By: _____
Stephanie C. Smith
City Clerk

By: _____
[INSERT NAME AND TITLE]

Approved as to Form:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF MAINTENANCE SERVICES

[INSERT SCOPE]

EXHIBIT "B"
SCHEDULE OF MAINTENANCE SERVICES

[INSERT SCHEDULE]

EXHIBIT "C"
COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

[INSERT THE FOLLOWING PROVISION IF THE AGREEMENT WILL AUTOMATICALLY RENEW: In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.]

APPENDIX B
SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of Lake Forest and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF LAKE FOREST

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated September 2011, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated September 2011.
5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from October 21, 2011.

Name of Firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

APPENDIX D

EVALUATION PROCEDURES

A. Selection Committee

Proposals submitted will be evaluated by a Selection Committee, appointed by the City Manager.

B. Review of Proposals

The Selection Committee will use a point formula during the review process to individually score Project Proposals, as outlined in Section C1 below, "Project Proposal Evaluation Criteria." The Selection Committee will then be convened to review and discuss these evaluations and combine the individual scores to arrive at an average composite Project Proposal score for each firm. Firms that do not meet "Mandatory Elements" listed in Section C1 below will be eliminated from further consideration.

After the composite Project Proposal score for each firm has been established based upon the "Qualitative Evaluation" criteria listed in Section C2, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Based upon score rankings, the six (6) highest ranking firms may be interviewed. The Selection Committee may also schedule a site visit, if applicable. The sealed Cost Proposal of firms receiving a minimum score of 70 points on the qualitative review will be opened to ensure that the Cost Proposal is reasonable. A summary of all Project Proposals, qualifying on the basis of the qualitative review and interview, will be submitted, along with a summary of their respective Cost Proposals, to the City Council for final determination.

C. Project Proposal Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored. The following represent the

principal selection criteria which will be considered during the evaluation process.

1. Mandatory Elements

- a. The firm is independent and properly licensed to practice in California.
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- c. The firm adheres to the instructions in this RFP on preparing and submitting the proposal.
- d. The firm included a Letter of Transmittal in the Project Proposal.

2. Qualitative Evaluation (Maximum Points = 100)

In order to be considered the proposer must achieve at least 70 points. (Points will be assigned by the Department Director or Coordinator.)

- a. Expertise and Experience (40 points)
 - i. The firm's past experience and performance on comparable private/government engagements.
 - ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
 - iii. References relative to personnel assigned to this project.
 - iv. Understanding of work to be done.
 - v. Firm's statement on why it believes itself to be best qualified.

- b. Scope of Work (30 points)
 - i. Response to all items.
 - ii. Additional information.
- c. Allocation of Resources (30 points)
 - i. Appropriateness of services to the requirements of the City.
 - ii. Distinguishing features, skills and/or services.

D. Oral Presentations/Interviews

During the evaluation process, the Selection Committee may request oral presentations from a subset of those firms with a minimum score of 70 points. Oral presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's Project Proposal.

The maximum points assigned to interviews shall be 100 points, the same number as the qualitative proposal. The equal point spread between the qualitative proposal and the interview is intended to balance a firm's written representation with their in-person representation of both personnel and end products. In addition, the interview process is a valuable tool to assess the communication skills and professional demeanor of proposed contract personnel. The interview score is arrived at independently from the qualitative proposal score and the two may differ significantly. The interview portion allows staff greater flexibility to choose a qualified firm with strong communication skills and technical expertise.

E. Cost Proposal Evaluation

The Cost Proposal is opened for each firm who has received an average score of at least 70 points after the qualitative review and the oral presentation. The Cost Proposal of the top ranked firm is evaluated to determine if it is reasonable. The

primary tests of reasonableness are comparison to the City's estimated project cost and the City's project budget. Additional factors include prior experience, comparative costs in neighboring or other relevant communities, professional judgment and comparison to the costs submitted by qualified vendors for the proposed project.

F. Final Selection

The Selection Committee will recommend a firm for selection to the Department Director named in Section 1 of the RFP. The Agreement must be fully executed by the firm prior to Department Director recommendation for contract award to the City Council. The City, through the Department Director, reserves the right to negotiate the price, terms and scope of work with the successful proposer prior to making a recommendation to the City Council.

Exhibit A Scope of Work

Section A

Primary objectives of the sweeping program are to:

- Establish and adhere to a regular schedule of performance for the sweeping of 144.38 curb miles of arterial highways and 221.83 curb miles of residential streets. Additionally, there are approximately 23 curb miles of raised medians and 13.5 miles of painted medians which have not been precisely measured or inventoried. Contractor will be compensated based on the actual curb mileage for arterial and residential streets noted above; however the City requires each street to be uniformly cleaned gutter to gutter each week.
- Maintain gutter flow lines in streets and parking lots free of debris for free flow of water.
- Maintain a state of cleanliness for road and pedestrian safety acceptable to the City.
- Meet all Air Quality Management District (AQMD) street sweeping fleet requirements. The City of Lake Forest prefers that all sweepers used for arterial and residential sweeping are powered by alternative fuel sources (e.g. compressed natural gas, liquefied natural gas, electric, propane, etc.).
- NPDES – meet or exceed NPDES permit requirements.

Section B

1. Definition of Terms

a. Agreement/Contract

Terms “Agreement” and “Contract” are used interchangeable and shall mean this document and its attachments for street sweeping the City of Lake Forest.

b. City

Term “City” shall mean the City of Lake Forest, California, its officers,

employees, or representatives. City may be more narrowly defined where appropriate as the Director of Public Works/City Engineer.

c. Contractor

Term “Contractor” shall mean the person, corporation, or partnership, its officers, employees or representatives performing street sweeping services under contract with the City.

d. Curb Mile

Term “Curb Mile” shall equal 5,280 feet, by length, of street (curb to curb) and is the measurement used to determine compensation under this contract. Compensation shall be as follows: a street one (1) linear mile long with:

1. No medians would measure two (2) curb miles.
2. Painted median would measure three (3) curb miles.
3. Raised/curbed median would measure four (4) curb miles.

e. Debris

Term “Debris” shall mean all litter, rubbish, leaves, sand, dirt, silt, garbage, obstructions and all other foreign material to be removed from paved streets with a mechanical street sweeper.

f. May

Term “May” shall be permissive.

g. Shall

Term “Shall” shall be mandatory.

h. Streets

Term “Streets” shall mean all dedicated public rights-of-way within the existing or future corporate limits of the City of Lake Forest which are paved.

i. Street Sweeping

Term “Street Sweeping” shall mean the removal, by mechanical street sweepers, or manually by the sweeper operator, of all debris from all portions of listed City parking lots, streets, including but not limited to

street intersections, the areas adjacent to curbs and raised medians, left-turn pockets, painted center striped medians on arterial streets, median bull-noses, dead spots and cross-gutters.

i. Sweepings

Term "Sweepings" shall mean all debris removed from streets, by street sweeping vehicles, equipment, manually by hand and tools.

2. Term

Term of this agreement is one year. This contract may be renewed on an annual basis by mutual agreement of both parties for an additional one (1) year and another additional one (1) year thereafter, for a potential three-year contract term. City does not have to give reason if it elects not to renew. If City and Contractor are unable to agree on a mutually acceptable contract, the agreement will be terminated.

3. Services Requested

Services shall include furnishing all labor, equipment, tools, fuel, materials, insurance, supervision, disposal costs, and all other items incidental thereto and to perform all work necessary as specified, for machine street sweeping or manual sweeping. Contractor shall provide his own yard for parking, maintenance, and storage of all equipment.

a. Water

Contractor shall furnish all water required for performance of this contract by first making arrangements with the various governing water districts and shall pay all fees and comply with all requirements thereof.

Contractor acknowledges that all sweepers are equipped with, and all drivers instructed in the proper use of, approved hydrant wrenches and anti-surge/eddy valves. In the event Contractor encounters an inoperable or "dead" fire hydrant, Contractor shall report hydrant's condition and location to the governing water district within twenty-four (24) hours.

4. Routine/Scheduled Sweeping

The regular recurring sweeping of all arterial and residential streets shall be done on a weekly basis in accordance with the area schedule. Sweeping of City-owned park parking lots shall be done on a weekly basis in accordance with the area schedule and proposed as a lump sum cost per park.

City-owned park parking lots are as follows:

- Heroes Park – 25420 Jeronimo Road
- Darrin Park – 22461 Cherry Avenue
- Rancho Serrano Park – 20842 Paseo Sombra
- Etnies Skatepark – 20028 Lake Forest Drive
- Concourse Park – 18931 Saddleback Ranch Road
- Foothill Ranch Community Park – 19422 Rue De Valore
- Tamarisk Park – Tamarisk at Peachwood
- Borrego Park – 26982 Cabriole

5. Special Street Sweeping

Occasional sweeping required by Contractor to include add-on scheduled and non-scheduled street sweeping of special events, spills, and unusual conditions or any other sweeping requested by the City not included in routine/scheduled sweeping. Billing for special sweeps is based on an hourly rate with travel time included to and from nearest sweeper's location as in accordance with the approved fee schedule and no additional compensation will be allowed therefore. Street sweeper shall temporarily postpone scheduled sweeping and respond immediately to the location. Contractor's response time shall not exceed one (1) hour once contact has been made to Contractor's office or field personnel by City staff. Scheduled sweep will resume once special sweep has been completed. Contractor will contact City personnel when special sweep has been completed so location may be inspected and verified for cleanliness. Special sweeps are between the hours of 7:30 a.m. and 5:30 p.m.

6. Emergency Sweeps

Occasional sweeping required by Contractor to include non-hazardous spills, accident clean-ups and unusual conditions which would require non-scheduled after-hours, weekend and holiday responses. Responses to City-requested field location emergency sweeps shall be within one (1) hour of notification by City. Contractor shall provide City with name and phone number of contact persons for after-hours emergency sweeps. Emergency sweeps are between the hours of 5:30 p.m. and 7:30 a.m.

a. Response to Emergency Services

Contractor shall respond to City page/emergency request within fifteen (15) minutes of notification by City personnel. Failure to respond to request within time allowed shall invoke a performance deficiency deduction.

b. Emergency Response Time

Contractor shall have manpower, equipment and materials at designated

location within one (1) hour from the time of work order issuance. Additionally, the Contractor shall respond to emergency notifications from the City within 15 minutes for instructions by City staff. By submitting a proposal, the Contractor commits to being able to provide manpower and equipment on Saturdays, Sundays, holidays and overtime, when requested.

7. Re-sweeps

Re-sweeps are those required of the Contractor when, after inspection by the City, are deemed not to meet the stated performance standards, or when a street or section has been missed during the regularly scheduled street sweeping. Re-sweeps are completed at the expense of the Contractor. Contractor shall notify City representative when re-sweeps are scheduled and upon completion.

- a. Response to re-sweeps shall be within twenty-four (24) hours after being notified by City representative and are to be completed at the expense of the Contractor.
- b. High profile and safety-related residential re-sweeps, as determined by City, shall be completed prior to 3:30 p.m. the same day Contractor was notified by City representative.
- b. Arterial re-sweeps shall be completed prior to 7:00 a.m. the following day after contact by City representative and are to be completed at the expense of the Contractor. High profile and safety-related arterial re-sweeps shall be completed prior to 3:30 p.m. the same day Contractor was notified by City representative.

Section C

1. Sweeping Practices and Standards of Performance

a. Areas of Street

Areas of street shall include curb lines along both sides of the roadway or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted median, painted left and right turn pockets, City-owned park parking lots, and all intersection cross-gutters. Noses or ends of curbed medians and arterial intersection turn pockets and arterial intersection center areas and dead spots are to be maintained each week and included in the curb mile price. Curb returns (radii) at intersections of arterial and residential streets will be swept along their entire length and free of debris on scheduled arterial sweep days. Excluded from areas to be swept are those that would cause damage to the equipment used. While contractor is normally responsible for the 8' strip (sweeper width), curb to curb sweeping, or a portion of, may be needed at

some locations due to unforeseen
within the curb mile price.

circumstances and shall be included

b. Flow of Traffic

Sweeping shall be accomplished in the same direction as traffic flow at all times during sweeping.

c. Water

Water shall be used during all sweeping operations to minimize dust except when requested by City staff. Enough water should be used to minimize dust but not an excessive amount to create runoff.

d. Warning Devices

Vehicles shall be equipped with top-mounted warning lights (rotating or beacon) visible for 360° or comparable traffic safety lights when sweeping. A rear-mounted left/right arrow stick shall be required for arterial and bike lane sweepers.

e. Sweeping Speed

Sweeping speed shall be adjusted to street and debris condition with a maximum speed of eight miles per hour (8 MPH). City streets swept while driver exceeds eight miles per hour (8 MPH) will be re-swept in their entirety at Contractor's expense. In addition, a verbal warning will be given for the first violation. A written warning will be given for the second violation, and a "Failure to Perform" notice will be issued upon the third violation (see Section G.3, Failure to Perform, and G.4, Default).

f. Extra Effort

Sweeping shall normally consist of a single pass over an area; however, the Contractor shall make additional passes or such extra effort as may be required to adequately clean the street. Heavy debris shall be removed unless the removal cannot be accomplished without damage to equipment or infliction of personal injury. Extra effort will be required when sweeping equipment leaves a dirt/silt smear in its swept pathway. Extra effort will be strictly enforced during and after windy conditions and storm weather. The cost for any extra effort shall be included in the contract cost per curb mile. Should problem require "manual" removal, contractor should contact the City of any silt, soil, rain runoff, mudslides, etc.

g. Obstructions

Non-swept or non-sweepable items such as small tree limbs, palm fronds, rocks, silt, mud, trash and debris shall be manually removed from the sweeping path by the sweeping operator rather than going around it. Larger obstructions such as impaired vertical and/or horizontal clearance by tree limbs, construction or landscape contractor debris, etc. shall be immediately reported to City when the location cannot be swept. Contractor may go around homeowner landscaping debris, landscape company or construction debris only when all of the following conditions are met:

1. Source of debris is obvious and not natural accumulation. Debris should be bagged and/or disposed of by party responsible.
2. Contractor notified City within twenty-four (24) hours. Contractor is not responsible for areas missed because of parked vehicles and other personal property such as toys, bicycles and skateboard ramps.

h. Level of Cleanliness

Contractor shall remove all loose debris obstructions and material normally picked up and removable by a fully operational mechanical street sweeper. This includes, but is not limited to: sand, gravel, glass, nails, bottles, cans, leaves, silt, mud, and litter. Debris swept onto residential and arterial driveway aprons, sidewalks, and access ramps will require additional passes by the sweeper operator. If debris cannot be re-swept, the driver/sweeping contractor will be responsible for the manual clean-up. Clean-up will be completed at time of occurrence at Contractor's expense.

1. Notification of Non-sweeping

Contractor shall provide City representative on a daily basis (when applicable) with list of all streets not swept when regular sweeping schedule is interrupted for any reason and shall deduct said street from the sweeping billing for that day. Contractor shall provide a list of streets not swept to the City by facsimile machine or telephone by the end of the workday. The City shall notify the Contractor by phone on non-sweeping conditions due to inclement weather. The City's notification will serve as a non-sweep day and will not be paid for by the City unless an alternative sweeping schedule is coordinated by the Contractor and is submitted to the City for approval.

i. Quality of Sweeping

Street sweeper shall leave designated areas of sweeping free of dirt, litter, debris, obstructions, smears, and visual dust in accordance to the City's standards of cleanliness.

Section D

1. Equipment Requirements

Quality and quantity of the equipment used by Contractor for the sweeping of streets shall be sufficient to perform the work required herein within the hours of work specified herein, and an absolute minimum of two (2) primary sweepers and one (1) back-up sweeper shall be provided. Primary sweepers shall be a combination vacuum/broom function within the same unit and shall be used exclusively for the City under this agreement. The back-up sweeper shall be mobile or vacuum/broom equivalent and shall be made available in case of breakdown of primary sweepers. A total of three (3) sweepers shall be required to perform street sweeping services.

Vacuum/broom-type sweepers shall be used for the scheduled sweeping of residential streets/arterial streets. All sweeping equipment used by Contractor for the City shall have the same curb mile cost. All equipment used by Contractor for the City shall meet City requirements and standards.

2. Alternative Fuel Equipment

To improve the community's air quality standards, the City of Lake Forest prefers that alternative fuel vehicles be used in the sweeping of its streets. Contractors electing to use alternative clean-burning fuels shall provide test-proven documentation to verify the fuels clean-burning efficiency. All equipment used in performance of this contract shall be in compliance with South Coast Air Quality Management District Rule 1186.1. All proposals, documentation and literature shall be included with completed specifications and contract documents prior to closing date and time.

3. Equipment Identification

All vehicles shall have safety features and shall be painted a uniform color and shall bear in legible letters the Contractor's name and the following wording:

"Contracted to Serve the City of Lake Forest."
"Street Sweeping Contact – (949) 461-3480"

4. Type and Capacity

Arterial and residential sweepers must be capable of sweeping a minimum eight-foot (8') width as measured from the outside edge of the gutter broom in a single pass along the curb. Street sweepers must have a minimum hopper capacity of three (3) cubic yards. At least one sweeper must be equipped with a left-gutter broom for median work; all others may be single or dual gutter broom machines. Contractor is required to have both mechanical broom type and vacuum/regenerative air or combination vacuum/broom (BAH) type municipal sweepers available for this contract. Alternative street sweepers will be considered if capable of meeting City requirements and standards. The type used in specific areas will be at the discretion of the City providing performance standards are met. Sample types include Mobile broom sweepers, Tymco 600 regenerative air sweepers, and Tymco 600 regenerative air sweeper with a broom-assisted head (BAH) and their equivalents. This is not to be considered an endorsement, and the City maintains final determination of equipment adequacy.

Street sweepers used for bike lane and arterial street sweeping shall have an operational left/right arrow stick traffic control device mounted on the rear of vehicle's hopper. Additionally, a rotating 360° safety beacon or comparable traffic safety light is required to be placed on roof of truck cab or atop hopper. Sweeper equipment operators shall wear protective clothing, equipment, and an orange safety vest at all times.

3. Maintenance

Equipment shall be maintained both visually and operationally. Paint and body of street sweeper shall be maintained in good condition with no visible rust or body damage. Vehicle engines shall be routinely maintained as to insure a high level of service during all sweeping operations and must comply with all State or California Department of Motor Vehicles CAL-OSHA and all other applicable codes required by the state, county and City.

Section E

1. Scheduling Requirements

Contractor shall follow the sweeping schedule of residential and arterial streets as provided by City with special emphasis on the requirements of schools. Subject to City approval, the Contractor shall arrange residential sweeping routes to sweep areas adjacent to elementary and middle schools during times of least traffic and parked vehicles. Contractor shall conform to sweeping schedules as noted on maps and logs pre-approved by the City. No changes in sweeping schedules will be allowed without the approval of the City. Contractor shall complete all sweeping per schedule; mechanical failures or personnel problems

shall not be the acceptable reasons for failure to comply.

2. Hours and Days

All sweeping is to be done Monday through Friday except on City-observed holidays and holidays observed by City's franchised waste hauler. Some Saturday sweeping shall be required by Contractor for areas not swept due to holidays observed by City's franchised waste hauler. Saturday street sweeping shall be billed at the rate of 1.5 times the regular curb mile cost for arterial and residential areas.

- a. Street sweeping of **residential** streets shall occur on a weekly basis Monday through Friday, 7:30 a.m. to 5:30 p.m. in accordance with City street sweeping maps and logs.
- b. **Residential** street sweeping shall be performed one (1) day after trash collection day. If a City-recognized holiday falls within the Monday to Friday schedule, the regular schedule shall resume the day following the holiday with the fifth day of sweeping on the Saturday following the holiday.
- c. Street sweeping for **arterial** streets shall occur on a weekly basis Monday through Friday, 10:00 p.m. to 7:00 a.m. in accordance with City street sweeping schedule maps and logs. If a City-recognized holiday falls within the Monday to Friday schedule, the regular schedule shall resume the day following the holiday with the fifth (5th) day of sweeping on the Saturday following the holiday.
- d. Contractor shall respond to after-hour emergencies within one (1) hour of contact by City personnel. Contractor will provide telephone number(s) of contact personnel for after-hour emergencies between 4:30 p.m. and 7:30 a.m. and maintain emergency call-out list. All changes to emergency call-out list shall be submitted to the City immediately.
- e. Contractor shall submit a complete sweeping schedule to be considered by the City. The schedule shall be approved by the City and meet time and quality requirements.
- f. All extra non-scheduled residential and non-scheduled arterial street sweeping work shall be performed within twenty-four hours upon notice by the City. All work deemed "emergency" by the City shall be performed the same day upon contact by the City within one (1) hour.
- g. Streets with certain residential areas or adjacent to apartments,

condominiums or other areas where all-night street parking is prevalent shall be swept after 9:00 a.m.

3. Holiday and Inclement Weather

Scheduled sweep shall not be cancelled for inclement weather by the street sweeping contractor without approval of the City. During inclement weather a two-hour standby period between 7:30 a.m. and 9:30 a.m. will be observed before a scheduled residential sweep will be cancelled. The City reserves the right to suspend street sweeping functions on a day-to-day basis. Make-up sweeps will not be allowed due to holidays, inclement weather and cancellations without the approval of the City. The City will communicate via phone the specific street locations throughout the day of locations where debris needs to be removed. This effort shall not affect the regularly scheduled sweeping.

Section F

1. Disposal of Debris and Temporary Transfer Sites

Contractor shall dispose of all refuse and debris collected by his sweeping operations by hauling to a legally established landfill or area for disposal of solid waste. **The cost for disposal, including dump fees, shall be included in the contract cost per curb mile.**

Section G

1. Inspections and Handling of Deficiencies

Inspections will be performed by qualified City personnel on a regular basis as well as spot checks and in response to complaints. Contractor shall meet on an as-needed basis within the maintained areas, with an authorized representative of the City for a drive through inspection. Said meeting shall be at the convenience of the City and may include residents of the community. In addition, drive through interim inspections may be required by the City. Any corrective work required as a result of a monthly inspection or any interim inspection by the City shall be accomplished to the satisfaction of the City within three (3) days of the notification of the Contractor's deficiencies.

2. Complaints

The City shall receive and process citizen service requests and complaints. City will notify Contractor of corrections and any re-sweeps required following complaints. Citizen complaints will be noted in any subsequent unsatisfactory reports which may be filed against the Contractor.

In the event that the results of a sweep are considered to be unsatisfactory, City will notify contractor of exact location and description of deficiency. The Contractor shall re-sweep the unsatisfactory area at its expense within the time limits specified in Section B-7. High visibility and/or unsafe conditions will need to be swept immediately.

3. Failure to Perform

It is and will be impractical and difficult to ascertain and determine the actual damage the City will sustain by reason of delay in performance or deficiencies in performance; therefore, the Contractor shall forfeit and pay to the City the sum of \$500.00 for each calendar day completion is delayed or performance deficiencies are noted, and such sum shall be deducted from any payments due or to become due the contractor. Contractor will be granted an extension of time and will not be assessed liquidated damages for delays caused by acts of God.

The City reserves the right to withhold payment for missed, incomplete or unsatisfactory sweeping performance.

This clause may be used to enforce transfer site clean-up/maintenance, Contractor response time, and contracts for special and emergency sweep notification.

4. Default

Repeated instances of failure to perform and/or continued disregard of the requirements of this contract shall result in cancellation of the contract.

Issuance of two (2) unsatisfactory reports to Contractor by City shall be deemed breach of this agreement and shall be grounds for City to terminate this agreement. In the event of such breach, City may, at its option, notify Contractor of City's intention to terminate this agreement. City shall give notice of termination in writing, mailed to Contractor's most recent address on file with the City. This agreement shall be terminated forty-eight (48) hours from and after the hour such notice is deposited in the United States Mail in a sealed envelope properly addressed to Contractor and bearing prepaid first-class postage. In the event of the termination of this agreement for any breach or failure of performance on the part of Contractor, Contractor agrees to pay City upon demand the amount of any damage or loss sustained by City in the matter of street sweeping, including the advertising for and the letting of another contract therefore; for all increases in the City's cost of street sweeping incurred under such new contractor; and for all costs and attorney's fees incurred by the City in the cancellation of this agreement and the negotiation of such new street sweeping contract. The waiver of a breach of any of the terms of this agreement shall not cancel or in any way affect the right of the City to declare a

default for any recurrence of the same or any other breach of this agreement. All changes proposed by Contractor regarding equipment, scheduling, type and capacity (see Section D.1, Equipment Requirements, E.1, Scheduling Requirements, and I.1, Communication) will require prior approval by the City.

5. Permits

Prior to the start of any work, the Contractor shall apply for applicable, no-fee, City permits. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City will waive its usual encroachment permit fees.

6. Public Convenience and Safety

a. Traffic and Access

Contractor shall conduct Contractor's work to interfere as little as possible with public travel whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways and walks, whether public or private, Contractor shall provide and maintain suitable and safe bridges, detours, or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when Contractor has obtained permission from the owner and tenant of private, or from the authority having jurisdiction over private property involved, to obstruct traffic at the designated point.

Section H

1. Changes

The City may at any time, by written order, direct that changes or extras may be made in the scope, specifications or route schedule in relation to this contract. If any such changes cause an increase of decrease in the cost of or the time required for performance of this contract, an equitable adjustment shall be made in Contractor's compensation or sweeping schedule and this contract shall be modified in writing accordingly and approved by the City hereto. Any claim by Contractor for any adjustment under this clause must be asserted within thirty (30) days after the date of receipt by Contractor of the notification of such changes. However, nothing in this clause shall excuse Contractor from proceeding with the performance of its obligations hereunder as so changed.

2. Additions/Deletions in Mileage

Additions and/or deletions to the mileage, inventory or maps may be made as the City accepts new areas and/or relinquishes areas currently swept. Upon written notification to add or delete, Contractor shall be required to accurately measure the curb mileage/linear footage and submit a written detail of the addition/deletion for approval. Upon approval, a written change order will be issued stating the effective date of the change. All changes shall be made at the current contract mileage/linear foot rate.

3. Waivers

Failure or neglect of either party to insist on the strict performance of any or all of the terms of this agreement or any of these specifications shall not be considered as, or constitute a waiver of any term or condition of this agreement or of any performance required there under.

Section I

1. Communications

Contractor shall maintain an office staff reachable by phone within the 949, or toll free area codes, from 8:00 a.m. to 5:00 p.m. Monday through Friday except on legal holidays. Office staff shall have the capability of contacting sweepers and pickup equipment by 2-way radio or equivalent. Contractor shall provide the City with contact personnel and telephone numbers, where designated staff can be reached during non-office hours within fifteen (15) minutes of call origination (5:00 p.m. to 8:00 a.m.) to be used in emergency/after-hour call-outs as specified in Section B.5, Special Street Sweeping, and B.6, Emergency Sweeps. The Contractor shall maintain a set of plans and specifications in sweeping vehicle at all times.

2. Nondiscrimination

In the performance of the terms of this Agreement, Contractor shall not engage in, nor permit others he may employ to engage in, discrimination in the employment of persons because of race, color, national origin or ancestry, or religion of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

Section J

1. Compensation

Payment will be made on the basis of road curb miles times the amount bid per curb line mile for each category of road swept.

For all of the services which the Contractor is obligated to perform under the

terms of this contract, the City shall pay to the Contractor once each month a sum equal to the amount specified in Contractor's Proposal, or as amended by any subsequent adjustments thereto and provided hereinafter. The Contractor shall submit a detailed invoice. City, upon receipt and approval of an accepted invoice, will make payment within thirty (30) days of receipt of invoice.

2. Method of Payment for Extra Work

The Contractor shall present to the City an itemized list of all extraordinary maintenance on a separate monthly invoice for extraordinary maintenance work performed during the previous month. The City shall compensate Contractor within thirty (30) days of receipt of an itemized monthly invoice. The City shall compensate Contractor for such maintenance beyond the scope of routine maintenance according to the hourly rate listed in the fee schedule.

3. Invoicing

Contractor shall submit an invoice for service performed. Scheduled sweeping and special sweeps shall be submitted on separate invoices, mailed or delivered to:

**City of Lake Forest
25550 Commercentre Drive, Suite 100
Lake Forest, California 92630**

4. Adjustment of Payment

It is proposed that street sweeping services be provided for a period of one (1) year. Contract may be extended by written mutual agreement on a year-to-year basis not to exceed an additional two (2) years.

For the second and subsequent contract years the rates set forth in the contract may be adjusted upward or downward to reflect changes to the net percentage change in the Consumer Price Index during the period of time since the last preceding contract adjustment, calculated to the nearest one percent.

The Contractor may petition the City for rate adjustments on the basis of unusual changes in his cost of doing business, such as revised laws or regulations, or changes in disposal fees over which the Contractor has no control.

In order to justify such a rate increase, the Contractor shall submit financial and accounting data to the City which clearly substantiates the requested rate increase. After consideration of such financial and accounting data as submitted by the Contractor and any other relevant information, the City Council shall disapprove, approve, or approve with modification the requested rate increase.

The decision of the City Council shall be final and conclusive. The Contractor agrees to abide by the City Council's decision.

Section K

1. GPS Tracking of Sweeping Vehicles Assigned to City

All street sweepers assigned to the City must be equipped with GPS tracking devices. Upon request, the contractor will be required to provide the City with GPS data that indicates the day and time residential and arterial streets were swept on any given sweeping day.

Exhibit B

Cost Proposal
(To be submitted in a separate sealed envelope)

Street Sweeping:

1. Cost per arterial street curb mile \$_____ per curb mile
2. Cost per residential curb mile \$_____ per curb mile

Special Street Sweeping:

1. Cost per arterial sweep \$_____ per hour
2. Cost per residential sweep \$_____ per hour

Emergency Street Sweeping:

1. Cost per arterial sweep \$_____ per hour
2. Cost per residential sweep \$_____ per hour

City-Owned Park Parking Lots:

1. Heroes Park \$_____ lump sum per week
2. Darrin Park \$_____ lump sum per week
3. Rancho Serrano Park \$_____ lump sum per week
4. Etnies Skatepark \$_____ lump sum per week
5. Concourse Park \$_____ lump sum per week
6. Foothill Ranch Community Park \$_____ lump sum per week
7. Borrego Park \$_____ lump sum per week
8. Tamarisk Park \$_____ lump sum per week